when applied to the whole output of a concern it may show origin and proprietorship. The contention that it does not will not be favored when maintained by one manifestly seeking to impose his wares on the public as the manufacture of another. After abandoning for twenty-five years the use of a fraudulent label, one cannot resume it to impose his wares on the public as the manufacture of one who has established a legitimate business under a similar label.

Basis of Right of Trade-mark—Priority—Use—Invention.—Tetlow v. *Tappan*, 85 Fed. Rep. 774. *Held*, that the right to the exclusive use of a trade-mark or device does not rest on absolute priority of use or invention, but on such continued use as to make it point out the origin or source of the particular goods.

INSURANCE.

Fire Insurance—Iron Safe Clauses—Books of Account—Substantial Compliance.—McNutt v. *Virginia Fire and Marine Insurance Co.*, 45 S. W. Rep. (Tenn.) 61. Complainant held a fire insurance policy under which he was required to take an inventory at least once a year, and to keep a complete set of books, and to keep such books and inventory in an iron safe except during business hours; and which provided that failure to produce such books and inventory in case of a loss should constitute a bar to any recovery thereon. On the day before the fire complainant in taking a new inventory, in the same book with other inventories, inadvertently left the book out of the safe, and it, with current invoices, was destroyed. *Held*, in an action to recover on the policy, that when complainant produced duplicate invoices and showed beyond question the true status of his accounts and of his stock destroyed, he was entitled to recover, on the ground that he had shown a substantial compliance with every reasonable requirement of such policy. This case is at variance with *Laudman* v. *Insurance Co.*, 19 Ins. Law J., 572, where it is held, that this clause should be enforced, and that it was not a sufficient defense to show the custom of the insured to keep the books of his business in an iron safe as stipulated, but by accident or oversight on the particular occasion the precaution was omitted.

Insurance—Increase of Hazard—Waiver of Forfeiture.—Alston v. *Greenwich*, 29 S. E. (Ga.) 266.—An insurance policy contained the condition that policy would be void if the hazard should be increased by any means within the knowledge or control of the insured. A part of the insured store was rented to a tenant who largely increased the amount of hay stored therein. *Held*, Atchinson J. dissenting, that this constituted an increase of hazard, and that an inference to the contrary by the jury could not fairly be drawn. Also, the contract being valid, the policy could not be retained from the insured by the agent of the company. Therefore a delivery of the policy to the insured by the agent after loss was not a waiver of forfeiture for increase of hazard, though the agent had notice of the facts; neither was a partial appraisement of the loss a waiver.

LIBEL AND SLANDER.

Libel—Words Actionable per se.—American Book Co. v. *Gates*, 85 Fed. Rep. 729. To publish of a corporation that the list of books in which it deals "contains some of the most disgraceful trash," that it puts out-of-date school